

**IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF NEW YORK**

KRISTI JORDAN, *individually and on
behalf of all others similarly situated*,

Plaintiff,

v.

CRUNCH, LLC,

Defendant.

Case No. 1:24-cv-7118 (AKH)

DECLARATION OF CHAD WAETZIG

I, Chad Waetzig, declare as follows:

1. I am over 18 years of age and am employed as Chief Marketing Officer at Crunch, LLC (“Crunch”). I am duly authorized to make this declaration on behalf of Crunch as a custodian of records.

2. The facts stated in this declaration are based on my personal knowledge, after reviewing selected business records maintained in the ordinary course of business and according to my regular practice and made at or near the time of the activity reported therein. If sworn as a witness, I would competently testify to the facts set forth herein.

3. I have worked at Crunch since October 1, 2016. In my role at Crunch, I am familiar with the membership agreements signed by club members and the agreements signed by prospective members, as well as the terms and conditions they agree to. I also am familiar with the rate reservation and membership sign-up process on the Crunch website, www.crunch.com (the “Website”), and disclosures and membership terms and conditions that are shown to Website visitors when they apply or sign up for a membership or other Crunch services.

4. I have reviewed the allegations in the First Amended Class Action Complaint filed by Kristi Jordan (“Ms. Jordan or “Plaintiff”). Ms. Jordan alleges that she watched videos on a Crunch website (www.crunchplus.com) after she used her existing Crunch membership at a Crunch franchise to obtain a lower subscription price (which is available only for existing Crunch members) for a subscription on the www.crunchplus.com website on or about September 11, 2024.

5. The Crunch brand includes hundreds of franchised and corporate-owned fitness clubs throughout the country.

6. On or about November 3, 2023, Ms. Jordan signed up for a membership on the Crunch website. The Crunch membership she signed up for (a Peak Results membership) provided her with multi-club access to various Crunch locations. It made the North Richland, Texas club of Crunch, which is owned by a Crunch franchisee called CR Fitness Holdings, LLC, her home club. She provided her name, address, cellphone number, and other information as part of completing her online membership agreement. When signing up, Ms. Jordan clicked the checkbox below and agreed to the following language before the membership was created:

☐ I agree to the [Membership Terms & Conditions](#)
 I understand that the monthly dues will be \$29.99 (plus any applicable taxes & fees) and will be transferred each month from monthly recurring & annual dues payment method chosen today. I understand that there will be an annual fee of \$54.11 (plus any applicable taxes & fees). Click on Membership Terms & Conditions above for applicable charge date or contact your club.

COMPLETE PURCHASE

A screenshot of the checkbox and accompanying language where Ms. Jordan was required to click and agree to this language, in the form it appeared at the time Ms. Jordan signed up for her membership, is attached as **Exhibit A**. A user signing up for a membership cannot complete the membership process without agreeing to this language.

7. As reflected in the screenshot above at Paragraph 6, the phrase “I agree to the Membership Terms & Conditions” appeared in bold when Ms. Jordan signed up on the Crunch website. “Membership Terms & Conditions” appeared in blue to show that it was a hyperlinked term where, by clicking anywhere on that term, Ms. Jordan was able to review the terms and conditions of her membership before agreeing to that membership. Ms. Jordan, since starting her membership, has used the facilities at the North Richland franchise.

8. A copy of the Terms & Conditions that Ms. Jordan agreed to when signing up on the Crunch website is attached as **Exhibit B**.

9. The Terms & Conditions contain disclosures, in capitalized letters, that Ms. Jordan is agreeing to individual arbitration and waiving any right to bring a class action. *See* Exhibit B at 6-7.

10. Ms. Jordan also agreed to individual arbitration of any dispute relating to the “construction, validity, interpretation, enforceability, or breach of this Membership Agreement.” Exhibit B at 6-7.

11. The Terms & Conditions include an arbitration opt-out provision. Crunch has no record of Ms. Jordan opting out of her arbitration agreement.

I declare under penalty of perjury that the foregoing is true and correct. Executed on this 16th day of January, 2025 in New York, NY.


CHAD WAETZIG